

RECEIPT NUMBER

38101 - - - -

ORIGINAL

20

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

MQVP INC.,

Plaintiff,

v.

Roberts Auto Parts,

Defendant.

) JUDGE : Edmunds, Nancy G.
) DECK : S. Division Civil Deck
) DATE : 09/30/2005 @ 16:11:44
) CASE NUMBER : 2:05CV73748
) CMP MQVP INC V ROBERTS AUTO
) PARTS (SI) LG
)
)
)

Complaint
Jury Demand

Ronald E. McNulty (P35313)
Attorney for Plaintiff
725 Barclay Circle
Suite 215
Rochester Hills, MI 48307
248-853-2801

MAGISTRATE JUDGE PEPE

COMPLAINT

NOW COMES Plaintiff, MQVP Inc., by and through its attorney, Ronald E. McNulty, and for its complaint states and pleads as follows:

Nature of Complaint

1. This is an action for trademark infringement wherein Roberts Auto Parts, an aftermarket automotive parts distributor, represents it sells and/or distributes MQVP® program parts and uses MQVP Inc.'s registered service mark without authorization. MQVP Inc., also brings causes of action under the Unfair Trade Practices Act. ((M.C.L.A. 445.903 et seq.), and violations of the common

Parties and Jurisdiction

2. MQVP Inc., is a Michigan corporation with its principal place of business at 725 Barclay Circle, Suite 215, Rochester Hills, Michigan.

3. Upon information and belief, Roberts Auto Parts is a Rhode Island corporation with its principal place of business located at 500 Grand Street, Moffett, Oklahoma.

4. Upon information and belief, Roberts Auto Parts conducts business through inter-state commerce wherein it buys aftermarket parts, then sells those parts using the MQVP® mark.

5. The claims made in this complaint arise under the Lanham Act, 15 U.S.C § 1051, *et seq.* and Michigan common law. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1333 (diversity jurisdiction), 28 U.S.C § 1331(federal question jurisdiction), 28 U.S.C. § 1338 (copyright and trademark jurisdiction), and 28 U.S.C. § 1367 (supplemental jurisdiction). Venue is proper pursuant to 28 U.S.C. § 1391.

Factual Allegations Common to All Counts

6. MQVP Inc., maintains a registered service mark "MQVP®", issued December 18, 2001, representing a global supply chain quality assurance program known as the Manufactures' Qualification and Validation Program; U.S. Trademark Registration No. 2,519,998. A copy of this registration is attached as Exhibit A.

7. MQVP Inc., uses and displays the mark in its advertisements and materials to conduct business and promote the MQVP® program.

8. The MQVP® program is an aftermarket automobile parts quality assurance and distribution program.

9. MQVP® program participants include aftermarket part manufacturers, aftermarket part distributors and Insurance companies who execute a contract with MQVP Inc., and pay the requisite fees.

10. Only MQVP® program participants are authorized to use the MQVP® mark and only in accordance with the terms and conditions of their MQVP Inc., contract.

11. Aftermarket parts that qualify for the MQVP® program must be manufactured by MQVP® program manufactures who are QS-9000 registered at the location where the MQVP® program parts are manufactured and conform to specific requirements outlined in the MQVP® manual.

12. MQVP® program parts can only contractually be distributed from MQVP® program manufacturers to MQVP® program distributors.

13. Distributors seeking to participate in the MQVP® program must have an effective quality control system in place, actively working toward ISO 9000 registration and have created an ISO 9000 Implementation Plan acceptable to MQVP Inc.

14. MQVP® program parts can only contractually be sold by authorized MQVP® program distributors.

15. These requirements assure MQVP[®] approved program parts are fully traceable from raw material to the final part sold to collision repair shops.

16. When a part is manufactured and checked against specifications, quality aspects and characteristics, it is entered in to GOCERTS[™] (Global On-Line Certification System) a web based application maintained by MQVP Inc., from which the final customer receives the complete quality certification, warranty and traceability for the product ordered.

17. It is the policy of MQVP Inc., not to permit any manufacturer or distributor to mark or label any part as MQVP[®].

18. Upon information and belief, Roberts Auto Parts represents it has the capabilities to purchase MQVP[®] parts and distribute them to all of its customers.

19. Roberts Auto Parts represents it can get MQVP[®] parts from a MQVP[®] program distributor with distribution facilities in Michigan.

20. MQVP Inc., never authorized Roberts Auto Parts to use the mark "MQVP[®]", or any colorable imitation thereof, in any manner.

21. In a certified letter, dated September 13, 2005 MQVP Inc., informed Roberts Auto Parts that the MQVP[®] mark was owned by MQVP Inc., and any use or representation regarding the mark was unauthorized and in violation of federal and state laws. A copy of said letter is attached as Exhibit B.

22. Roberts Auto Parts continues to use the mark "MQVP[®]" as a word, term, name, symbol, or device, in commerce and in connection with its goods and services.

23. Roberts Auto Parts' use of the MQVP[®] mark is willful, deliberate, fraudulent, intentional and in bad faith, and was made with the knowledge and purpose of diluting the mark and MQVP Inc.'s interest in the mark and exploiting it for financial gain.

Count I
(False Designation)
(15 U.S.C. § 1125(a))
(15 U.S.C. § 1114)
(Section 43(a) of the Lanham Trademark Act)

24. MQVP Inc., repeats and realleges all allegations in Paragraphs 1—23 as though fully re-written herein.

25. Roberts Auto Parts' use of the MQVP[®] mark is likely to cause confusion, mistake, or deceive consumers as to the affiliation, connection, or association, or as to the origin, sponsorship, or approval as to Roberts Auto Parts' goods, services, or commercial activities with those of MQVP Inc.'s.

26. As a direct result of Roberts Auto Parts' use of MQVP Inc.'s mark, MQVP Inc., has suffered substantial harm including, but not limited to, irreparable harm which cannot be remedied unless Roberts Auto Parts is enjoined from further use of the mark.

WHEREFORE, MQVP Inc., prays that this Honorable Court issue an Order and Judgment as follows:

a) That Roberts Auto Parts its partners, directors and officers, agents, servants, employees, and all other persons in active concert or privity or in participation with Roberts Auto Parts be enjoined from directly or indirectly using or referring to the MQVP® mark or any other marks of MQVP Inc., or any colorable imitation thereof, as part of any trademark, service mark or trade name, or in such a way as to likely cause confusion, mistake, or to deceive as to the affiliation, connection, or association of MQVP Inc., with Roberts Auto Parts or as to the origin, sponsorship, or approval of Roberts Auto Parts' goods, services, or commercial activities, with MQVP Inc.;

b) That Roberts Auto Parts be required to account to MQVP Inc., for all income and benefits received by Roberts Auto Parts from the use of the MQVP® mark, or colorable imitation thereof, and that Roberts Auto Parts be required to disgorge all such income;

c) That Roberts Auto Parts be required to deliver to MQVP Inc., at Roberts Auto Parts' sole expense, any and all goods or products which use or bear any mark belonging to MQVP Inc., or any colorable imitation thereof;

d) That Roberts Auto Parts pay MQVP Inc., all damages suffered by MQVP Inc., as a result of Roberts Auto Parts' violation of MQVP Inc.'s rights under section 32 of the Lanham Act;

e) That Roberts Auto Parts pay MQVP Inc., its costs and attorney fees, and all other damages available for violations of the Lanham Act, 15 U.S.C. §§ 1051, *et seq.*; and

f) Such other relief as this Honorable Court deems just.

COUNT II
(UNFAIR TRADE PRACTICES)
(M.C.L.A. 445.903)

27. MQVP Inc. repeats and realleges all allegations in Paragraphs 1-23 as though fully set herein.

28. Roberts Auto Parts' conduct aforesaid has caused a probability of confusion or misunderstanding as to the source, sponsorship, approval, or certification of its goods or services.

29. Though its conduct aforesaid, Roberts Auto Parts has deceptively represented that its goods or services have sponsorship, approval, or characteristics that they do not have.

30. As a direct result of Roberts Auto Parts' violations, as aforesaid, MQVP Inc. has suffered substantial harm including, but not limited to, irreparable harm which cannot be remedied unless Roberts Auto Parts is enjoined from use of the service mark.

WHEREFORE, MQVP Inc. prays that this Honorable Court issue an Order and Judgment as follows:

(a) That Roberts Auto Parts, its partners, directors and officers, agents, servants, employees, and all other persons in active concert or privity or in participation with Roberts Auto Parts be enjoined from directly or indirectly using

the MQVP® mark or any other mark of MQVP Inc., or any colorable imitation thereof, as part of any trade mark, service mark, or trade name, or in any way likely to cause confusion, mistake, or to deceive as to the affiliation, connection, or association of Roberts Auto Parts with MQVP Inc., or as to the origin, sponsorship, or approval of Pacific Best Inc.'s services or commercial activities, by MQVP Inc.;

(b) That Roberts Auto Parts be required to account to MQVP Inc., for all income and benefits received by Roberts Auto Parts from the use of MQVP Inc.'s mark, or colorable imitation thereof, and that Roberts Auto Parts be required to disgorge all such income;

(c) That Roberts Auto Parts be required to deliver to MQVP Inc., at Roberts Auto Parts' sole expense, any and all goods or products which use or bear any mark to MQVP Inc.'s, or any colorable imitation thereof;

(d) That Roberts Auto Parts pay to MQVP Inc., its costs and attorney fees, and all other damages available for violation of the Unfair Trade Practices Act, M.C.L.A. §445.903, *et seq*; and

(e) Such other relief as this Honorable Court deems just.

Count III
(Common Law Unfair Competition)

31. MQVP Inc., repeats and realleges all allegations in Paragraphs 1—23 as though fully re-written herein.

32. Through continued and extensive use and advertising, the service mark "MQVP[®]" has become exclusively identified with MQVP Inc.

33. Roberts Auto Parts has wrongfully used and continues to wrongfully use the mark and/or colorable imitation thereof, in commerce, in connection with the sale, offering for sale, distribution, or advertising of its goods and services for purposes of deceiving the public, in violation of MQVP Inc.'s right under the common law of unfair competition. Roberts Auto Parts' conduct has caused and is likely to cause confusion, or to cause mistake, or to deceive consumers and the public.

34. Roberts Auto Parts' violation of MQVP Inc.'s rights in the mark is willful, deliberate, fraudulent, and intentional, and was made with the knowledge that such violation would damage MQVP Inc., and the mark.

35. As a direct result of Roberts Auto Parts' conduct, MQVP Inc., has suffered substantial harm including, but not limited to, irreparable harm which cannot be remedied unless Roberts Auto Parts is enjoined from use of the mark.

WHEREFORE, MQVP Inc., prays that this Honorable Court issue an Order and Judgment as follows:

a) That Roberts Auto Parts its partners, directors and officers, agents, servants, employees, and all other persons in active concert or privity or in participation with Roberts Auto Parts be enjoined from directly or indirectly using or referring to the MQVP[®] mark or any other marks of MQVP Inc., or any colorable imitation thereof, as part of any trademark, service mark or trade name, or in such a way as to likely cause confusion, mistake, or to

deceive as to the affiliation, connection, or association of MQVP Inc., with Roberts Auto Parts or as to the origin, sponsorship, or approval of Roberts Auto Parts' goods, services, or commercial activities, with MQVP Inc.;

b) That Roberts Auto Parts be required to account to MQVP Inc., for all income and benefits received by Roberts Auto Parts from the use of the MQVP® mark, or colorable imitation thereof, and that Roberts Auto Parts be required to disgorge all such income;

c) That Roberts Auto Parts be required to deliver to MQVP Inc., at Roberts Auto Parts' sole expense, any and all goods or products which use or bear any mark belonging to MQVP Inc., or any colorable imitation thereof;

d) That Roberts Auto Parts pay MQVP Inc., all damages suffered by MQVP Inc., as a result of Roberts Auto Parts' violations of MQVP Inc.'s rights under the common law of unfair competition;

e) That Roberts Auto Parts pay MQVP Inc., its costs and attorney fees, and all other damages available for violations of the common law of unfair competition; and

f) Such other relief as this Honorable Court deems just.

Count IV
(Tortious Interference with contract and business expectancy)

36. MQVP Inc., repeats and realleges all allegations in Paragraphs 1—23 as though fully re-written herein.

37. MQVP Inc., had contracts and/or business expectancies arising from its relationships with its authorized participants in the MQVP® program.

38. Roberts Auto Parts knew of MQVP Inc.'s contracts and/or business expectancies.

39. By intentionally and improperly holding itself out as an authorized MQVP® distributor, Roberts Auto Parts intentionally, improperly and in bad faith interfered with MQVP Inc.'s contracts and/or business expectancies.

40. Roberts Auto Parts knew or should have known that this conduct would harm MQVP Inc.

41. Roberts Auto Parts' actions and conduct were without justification.

WHEREFORE, MQVP Inc., prays that this Honorable Court issue an Order and Judgment as follows:

a) That Roberts Auto Parts its partners, directors and officers, agents, servants, employees, and all other persons in active concert or privity or in participation with Roberts Auto Parts be enjoined from directly or indirectly using or referring to the MQVP® mark or any other marks of MQVP Inc., or any colorable imitation thereof, as part of any trademark, service mark or trade name, or in such a way as to likely cause confusion, mistake, or to deceive as to the affiliation, connection, or association of MQVP Inc., with Roberts Auto Parts or as to the origin, sponsorship, or approval of Roberts Auto Parts' goods, services, or commercial activities, with MQVP Inc.;

b) That Roberts Auto Parts pay MQVP Inc., all damages suffered by MQVP Inc., from lost profits and business expectancies as a result of Roberts Auto Parts' interference with MQVP Inc.'s contractual and potential contractual relationships;

c) That Roberts Auto Parts pay MQVP Inc., its costs and attorney fees and all other compensatory and punitive damages available for the tortious interference with contracts and business expectancies under Michigan common law; and

d) Such other relief as this Honorable Court deems just.

**Count V
(Conversion)**

42. MQVP Inc., repeats and realleges all allegations in Paragraphs 1—23 as though fully re-written herein.

43. The service mark "MQVP®" is the personal property of MQVP Inc., and, at all times relevant, MQVP Inc., owned the mark.

44. MQVP Inc., never authorized Roberts Auto Parts to use the mark, or any colorable imitation thereof, in any manner contrary to MQVP Inc.'s right in the mark, Roberts Auto Parts has, by its conduct, intentionally, and in bad faith exerted acts of dominion over the mark.

45. Roberts Auto Parts aforesaid conduct was wrongfully, in denial of, and inconsistent with MQVP Inc.'s rights in the mark.

WHEREFORE, MQVP Inc., prays that this Honorable Court issue an Order and Judgment as follows:

a) That Roberts Auto Parts its partners, directors and officers, agents, servants, employees, and all other persons in active concert or privity or in participation with Roberts Auto Parts be enjoined from directly or indirectly using MQVP® or any mark of MQVP Inc., or any colorable imitation thereof, as part of any trade mark, service mark, or trade name, or in any way likely to cause confusion, mistake, or to deceive consumers or the public;

b) That Roberts Auto Parts be required to account to MQVP Inc., for all income and benefits received by Roberts Auto Parts from the use of MQVP Inc.'s mark, or colorable imitation thereof, and that Roberts Auto Parts be required to disgorge all such income;

c) That Roberts Auto Parts pay MQVP Inc., all damages suffered by MQVP Inc., as a result of Roberts Auto Parts tortuous conversion of MQVP Inc.'s mark;

d) That Roberts Auto Parts pay MQVP Inc., its costs and attorney fees, and all other compensatory and punitive damages available for the tort conversion under Michigan common law; and

e) Such other relief as this Honorable Court deems just.

**Count VI
(Declaratory Judgment)**

46. MQVP Inc., repeats and realleges all allegations in Paragraphs 1—
45 as though fully re-written herein.

47. Based upon the forgoing, MQVP Inc., seeks this Court's declaration that the mark "MQVP®" is the property of MQVP inc., and Roberts Auto Parts' use thereof is a violation of the Lanham Act and Michigan common laws of Unfair Competition.

WHEREFORE, MQVP Inc., prays that this Honorable Court issue its Judgment, in favor of MQVP Inc., declaring its exclusive ownership in the mark "MQVP®", together with what ever further relief the Court deems appropriate.

JURY DEMAND

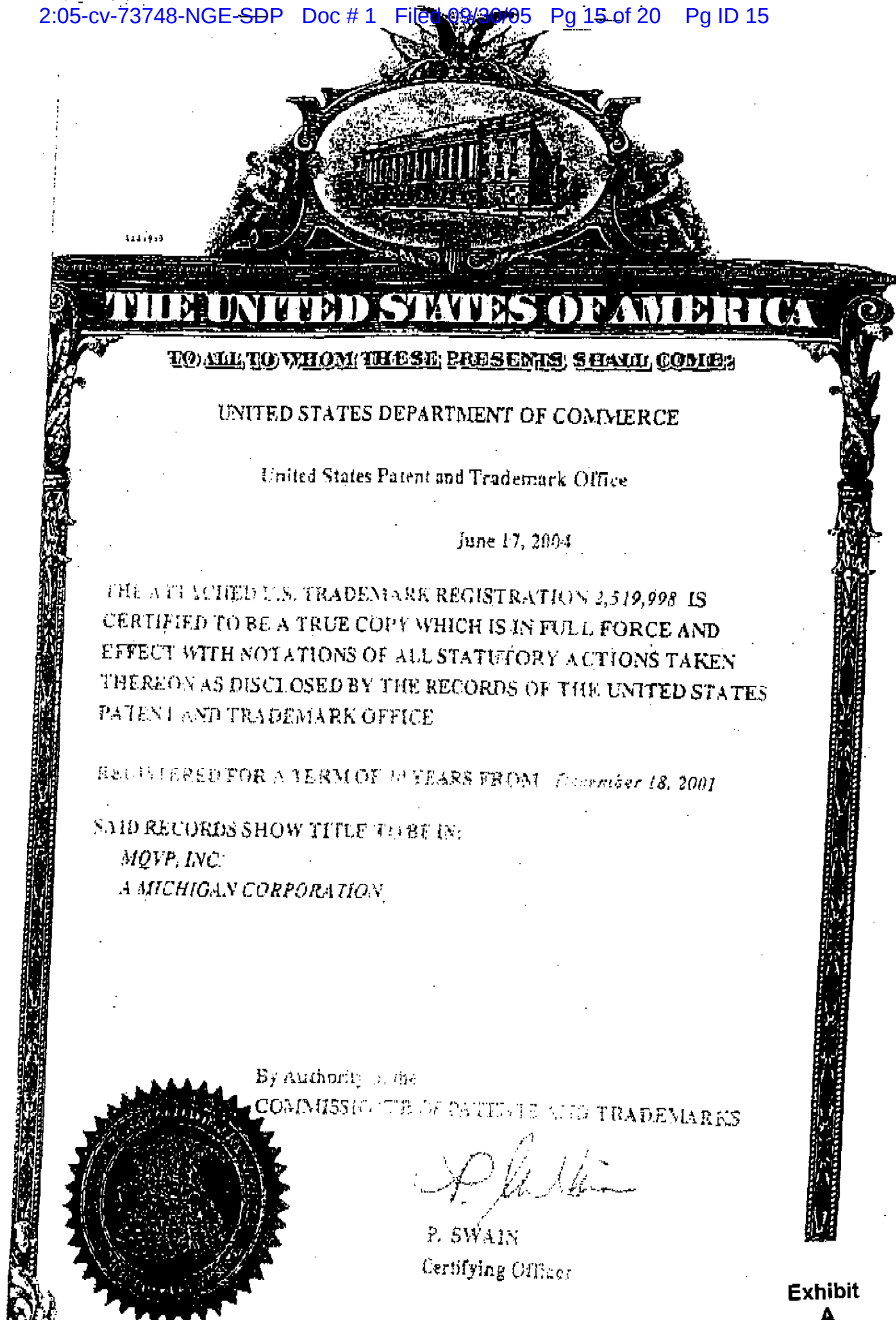
Plaintiff MQVP Inc., demands a trial by jury of all issues so triable with respect to MQVP Inc. Complaint.

Respectfully submitted,



Ronald E. McNulty (P35313)
Corporate Counsel
MQVP Inc.
725 Barclay Circle, Suite 215
Rochester Hills, MI 48307
(248) 853-2801

Dated: September 30, 2005



THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME:

UNITED STATES DEPARTMENT OF COMMERCE

United States Patent and Trademark Office

June 17, 2004

THE ATTACHED U.S. TRADEMARK REGISTRATION 2,519,998 IS
CERTIFIED TO BE A TRUE COPY WHICH IS IN FULL FORCE AND
EFFECT WITH NOTATIONS OF ALL STATUTORY ACTIONS TAKEN
THEREON AS DISCLOSED BY THE RECORDS OF THE UNITED STATES
PATENT AND TRADEMARK OFFICE

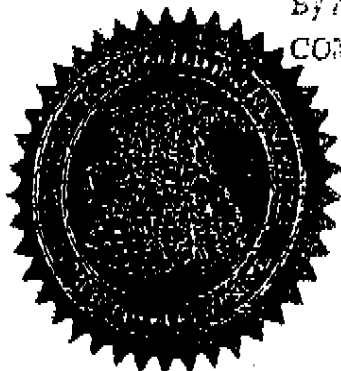
RECOVERED FOR A TERM OF 10 YEARS FROM December 18, 2001

SAID RECORDS SHOW TITLE TO BE IN:

MQVP, INC.

A MICHIGAN CORPORATION

By Authority of the
COMMISSIONER OF PATENTS AND TRADEMARKS



P. SWAIN

Certifying Officer

Exhibit
A

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,519,998

United States Patent and Trademark Office

Registered Dec. 18, 2001

**SERVICE MARK
PRINCIPAL REGISTER**

MQVP

GLOBAL VALIDATORS INC. (MICHIGAN COR-
PORATION)
755 WEST BIG BEAVER ROAD, SUITE 125
TROY, MI 48064

FOR: CREATING AND MAINTAINING A REG-
ISTRY OF MANUFACTURERS THAT VALIDATES
THAT PARTS OR PRODUCTS MADE BY THE
MANUFACTURERS MEET ESTABLISHED PART
STANDARDS AND PRODUCT SPECIFICATIONS
AND THAT THE MANUFACTURERS LISTED ARE

REGISTERED IN AND FOLLOW ISO 9000, QS-9000,
TS 16949 AND OTHER INDUSTRY STANDARDS, IN
CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 10-11-2000; IN COMMERCE 10-11-2000.

SER. NO. 76-230,403, FILED 3-26-2001.

KIMBERLY FRYE, EXAMINING ATTORNEY

000037



United States Patent and Trademark Office

[Home](#) | [Site Index](#) | [Search](#) | [Guides](#) | [Contacts](#) | [eBusiness](#) | [eBiz alerts](#) | [News](#) | [Help](#)



[Assignments on the Web > Trademark Query](#)

Trademark Assignment Assignee Details

Assignee Name : MQVP, INC.

Total Assignments: 1

Assignment: 1

Reel/Frame: 2731/0337 Received: 10/14/2003

Recorded: 10/14/2003

Pages: 5

Conveyance: CHANGE OF NAME

Assignor

1 GLOBAL VALIDATORS, INC.

Exec Dt: 07/31/2003

Entity Type: CORPORATION

Citizenship: NONE

Assignee

1 MQVP, INC.

725 BARCLAY CIRCLE

SUITE 215

TROY, MICHIGAN 48307

Entity Type: CORPORATION

Citizenship: MICHIGAN

Properties

Ser. #	Reg. #	Ser. #	Reg. #
76230403	2519998	76230720	2745905

Correspondence name and address

YOUNG & BASILE, PC

WILLIAM M. HANLON, JR.

3001 WEST BIG BEAVER ROAD

SUITE 624

TROY, MI 48064

If you have any comments or questions concerning the data displayed, contact OPR / Assignments at 703-308-8723

Search Results as of 07/20/2004 01:55 PM



P.O. Box 219 / Troy, MI 48099 / (248) 853-2801 / Fax (248) 853-3117 / <http://www.MQVP.com>

September 13, 2005

Mr. Billy Roberts
President
Roberts Auto Salvage
500 Grand Street
Moffett, Oklahoma 74946

Via U.S. Mail; Certified – Return Receipt

RE: CEASE AND DESIST

Dear Mr. Roberts:

MQVP Inc., maintains an aftermarket parts quality assurance, monitoring and traceability program called "MQVP®". This program is identified by the registered service mark "MQVP®".

Any use of the mark without MQVP Inc.'s prior written consent is prohibited and a violation of state and federal trade mark law.

This letter is to inform you that if you are using the MQVP® mark, or making reference to it in any manner inconsistent with the law, you are hereby instructed to cease and desist such use to avoid further legal action.

Should you have any questions regarding the above or desire information as to the MQVP® program and how you may qualify to participate, please contact me at the number provided below.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. McNulty", is written over a horizontal line.

Ronald E. McNulty
Corporate Counsel
MQVP Inc.
725 Barclay Circle, Ste 215
Rochester Hills, MI 48307
(248) 853-2801

REM/mak

Exhibit
B

CIVIL COVER SHEET

County in which this action arose OAKLAND

This 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

MQVP INC.

(b) County of Residence of First Listed Plaintiff OAKLAND
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

RONALD E. McNULTY (P35313) (248)853-2801 Ext. 103

725 BARCLAY CIRCLE, SUITE 215, ROCHESTER HILLS, MI 48307

DEFENDANTS

ROBERTS AUTO PARTS

05-73748

County of Residence of First Listed Defendant SEYQUOYAH
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

NANCY G. EDMUNDS
MAGISTRATE JUDGE PEPE

II. BASIS OF JURISDICTION (Select One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Select One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Select One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input checked="" type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Resapportiment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Rel. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 IIIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609

V. ORIGIN

(Select One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 USC Sections 1125 and 1114

Brief description of cause:

TRADEMARK INFRINGEMENT

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$
PRELIM INJUNCTION

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

September 30, 2005

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes
☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :
